

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
AMERICAN INSURANCE COMPANY a/s/o
ALBERT M. WATSON PHOTOGRAPHY, INC.

CIVIL ACTION NO.:

Plaintiff,

- v -

ROBERT KARTHEISER, and JOHN DOES 1-
10 fictitious Defendants

COMPLAINT AND JURY DEMAND

Defendants.

-----X

Plaintiff, complaining of the Defendants by their attorneys
ABILHEIRA & ASSOCIATES, P.C. respectfully allege as follows:

PARTIES

1. That at all times hereinafter mentioned, Defendants
ROBERT KARTHEISER was and still is a resident of the State of New
York, residing in 44 Laight Street, Unit 2A, City of New York,
County of New York.

2. That at all times hereinafter mentioned, Plaintiff is
an insurance company doing business in the State of Missouri.

3. That at all times hereinafter mentioned, Plaintiff was
an Ohio Corporation, with a principal place of business in
Cincinatti, Ohio, County of Hamilton.

4. John Does 1-10 are Defendants not yet identified,
however, upon information and belief are residents of the State
of New York, or a State other than the State of Ohio.

JURISDICTION AND VENUE

1. This Court has original jurisdiction over the matter pursuant to 28 U.S.C. 1332a, in that the amount in controversy exceeds \$75,000 exclusive of costs and interests, and that the parties are of diverse citizenship.

2. Venue herein is proper as the Defendants, and location of the negligent acts are located in and took place in the city, County, and State of New York.

FIRST CAUSE OF ACTION

1. At all relevant times here, the Plaintiff's insured, ALBERT M. WATSON PHOTOGRAPHY, INC., was located at 44 Laight Street, City of New York, County, and State of New York was under a contract of insurance. Said contract of insurance was in full force and effect at the time of the incident hereinafter referred to.

2. That pursuant to the aforesaid contract of insurance, the Plaintiff is entitled to claim and pursue subrogation rights against third parties responsible for losses paid out under said contract of insurance.

3. That on or about August 2, 2015, the Defendants negligently and/or improperly operated, managed, maintained, the water line, plumbing and toilet and other components of the property located at 44 Laight Street, Unit 2A, New York City, County, and State; causing Plaintiff's insured to sustain water damage to its property in the amount of **\$476,098.00**, thereby

proximately causing the property damages complained of herein, and for which Plaintiff was required to pay.

9. That the damages, for which Plaintiff was responsible to reimburse its insured under the aforesaid contract of insurance, was directly caused and occasioned by the negligent, willful, wanton, reckless and grossly negligent act, or omissions of the Defendant(s) in failing to properly install, maintain, inspect, and repair the water line connected to a toilet resulting in water damage to the property of plaintiff's insured.

10. John Does 1-10 represent individuals or business entities that cannot be identified at this time through due diligence, who were responsible for manufacturing, installing, inspecting or maintaining the plumbing and fixtures.

11. That the aforesaid reckless, wilful, wanton, grossly negligent and/or negligent acts of the Defendant(s) included but were not limited to:

- a) failure to properly provide maintenance and/or inspection of the water line connected to the toilet;
- b) failure to properly repair the subject water line;
- c) failure to maintain the plumbing;
- d) failure to put in place proper procedures for maintaining and/or inspecting the subject plumbing, water line, and the toilet.
- e) failure to hire/retain; contractors and/or employees properly licensed and/or experienced to maintain and

repair the water line to the toilet;

f) failure to properly manufacture the subject parts and fixtures.

11. That as the result of the acts or omissions of the Defendants, Plaintiff has caused to be paid to, or on behalf of it's insured; the total amount of **\$476,098.00** Dollars, for which amount Plaintiff now seeks judgment against the Defendants.

JURY DEMAND

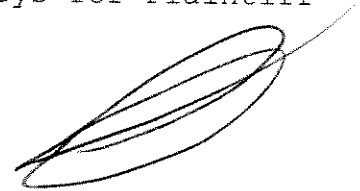
Plaintiff hereby demands a trial by jury of all justiciable issues herein.

WHEREFORE, Plaintiff demands judgment against the Defendant(s) together with the costs of this action and for such other and further relief as may just and proper.

Dated: June 30, 2017

ABILHEIRA & ASSOCIATES, P.C.
Attorneys for Plaintiff

By:



ELIAS ABILHEIRA, ESQ.
34 East Main Street
Freehold, New Jersey 07728
732-855-1883
Our File No.:0021